THE LAW OF CONTRACTS. By Theophilus Parsons, LL.D. Eighth edition, edited by Samuel Williston. Boston: Little, Brown, & Co. 1893. 3 volumes, royal 8vo, pp. cclxiii., 632; xx., 929; ix., 718.

The chief reason for the present use and value of this much-edited text-book is, apparently, the magnificent comprehensiveness of its scope. Surely one could nowhere else find in the same book treatises on Fire Insurance and Sales, Damages, and Statutes impairing the Obligation of Contracts; and surely it must often be most convenient to the lawyer to be able to handle the whole of a case about contract without going to the separate treatises on the various subdivisions of the law. Such being the nature of the book, which reached a sixth edition under the supervision of the author himself, the duties of the editor of this edition, Professor Williston, whose work is really the only portion of the book now properly the subject of review, have naturally confined themselves to the addition of good new cases, the excision of obsolete or unnecessary old ones, and the supplementing of the text upon certain points of law not therein treated to an extent sufficient for the present needs of the profession.

The first two pieces of the work have been most satisfactorily done. Avoiding, on the one hand, the useless collection of "all the cases," and on the other hand, any too great brevity of citation, Professor Williston has succeeded, as a test of the book will show, in giving a ready and sufficient key to the case law, and, further, by shutting out quotations from authorities now somewhat stale, in doing this without materially increasing the size of the book.

The third part of the editor's work, the revision of the text-book itself, has been very conservatively done. Recognizing the difficulties in the way of altering the text of a much-cited book, he has practically confined his work to supplementary notes, carefully distinguished from those of Professor Parsons by the arrangement of the type. Some of these — for instance, those upon subscription-papers, divisible contracts, and the completion of contracts by mail — are excellent expositions of difficult points of law. Others appear to be too conservative. What there is of them is good; but the text seems constantly to need more supplementing, more explanation, and especially more contradiction, than the editor has supplied. This, however, is cause for regret rather than for complaint, and in such cases the profession doubtless prefer not to see an old text edited out of sight.

R. W. H.

A SELECTION OF CASES ON THE LAW OF CONTRACTS. By Samuel Williston. Volume II. Boston: Little, Brown, & Co. 1894. 8vo, cloth or sheep. pp. 618.

This book is a supplement to Professor Langdell's Cases on Contracts, and will form a second volume to a single one to be compiled from the present two parts of that work. The book contains not only cases upon those parts of the law already treated by Professor Langdell, supplementary to his cases, and for the greater part decided since 1879, the date of the last edition of his book, but also cases upon other branches of the law of contracts not touched upon in it.

The new subjects deal with the legality of contracts, their discharge, and the assignment of rights of action under them. There are a few pages in the beginning completing the subjects of rights of action condi-

tional upon performance, and of impossible contracts; but the body of the book is rather devoted to the limitations of the contractual relation either from its content or the action of the parties, than to its formation or fulfilment. Suits of this nature are more common certainly than those with regard to mutual assent or consideration, and probably than those which concern rights of action dependent upon performance; so that those who demand a more evident and rapid return from their time will find this book a welcome addition to the course in this school. The chief differences between this volume and its predecessors are that here the great preponderance of English authority has not been preserved, and that the cases are, as a rule, much more recent.

With this addition of cases, a book of which the last edition is now fifteen years old becomes, without revision, quite as valuable as it ever was; while a text-book depends for its value upon constant revision of the conclusions contained in it, as well as upon the addition of cases. This is a fortunate accident of a method which offers to the student a chance to do his own thinking, in preference to working out his own conclusions for him.

B. L. H.

CAR TRUSTS IN THE UNITED STATES: THE LAW OF CONTRACTS OF CONDITIONAL SALE OF ROLLING STOCK. By Gherardi Davis and G. Morgan Browne, Jr. New York, 1894. 8vo. pphlet, pp. 49.

One of the most interesting things in the common law is the way in which men under the exigencies of new forms of business will sometimes seize hold upon a little used branch of the law, adapt it to their purposes, and develop it almost into a subject by itself. This very good treatment of the law of "Car Trusts" shows how the desire of railway companies to get rolling stock which they cannot pay for, and the desire of other people to secure payment in the future by a right against the rolling stock itself, have caused a use of the law of conditional sale of which the courts of a few decades ago would never have dreamed.

The authors recommend the careful investigation and consideration of the terms of each contract, and the refinements of words upon which some courts have gone far in basing distinctions show that the recommendation is a good one. The Supreme Court of the United States, for instance, has decided a case in favor of an unregistered conditional sale where registry of mortgages was required by law, upon the express distinction that the words of the parties provided that "title, ownership, and possession" were not to pass, not caring that the first thing the parties did was to pass possession (118 U. S. 663; and cf. 136 U. S. 268). One wonders how they would deal with an instrument which provided that compliance with the statutory requirements of registration should be a condition precedent of any right in the vendee; and one does not wonder that an ingenious bridge company thought it could keep its lien on a bridge sold, to be affixed to the realty, as against a prior known mortgage covering the whole roadbed. Apart from these vagaries of refinement, the ordinary ironclad car trust, well-considered forms for which are given in the appendix, seems to the authors to furnish a sufficient protection to the holders of car-trust certificates.

R. W. H.